



County of Culpeper

302 North Main Street, Culpeper, Virginia 22701

January 26, 2006

County of Culpeper, Virginia Invitation for Bids IFB OP-06-0002

Sealed Bids will be received in hand in the Office of the Culpeper County Purchasing Agent, in the County Administration Building, 302 North Main Street, Culpeper, Virginia 22701, until 2'o'clock PM, local time, Tuesday, February 21, 2006, for:

LICENSED THERAPIST

The Options Department of County of Culpeper is soliciting the services of qualified Licensed Therapist to provide counseling services for adolescents aged 13-17 who have been identified by either the local courts or the school system as being in need of counseling.

A copy of the Invitation for Bid may be obtained upon request from the Office of the County of Culpeper Purchasing Agent at 302 North Main Street, Culpeper, Virginia 22701, Telephone Number (540) 727-3488, or the Culpeper County Website at www.culpepercounty.gov

Culpeper County reserves the right to reject any and all Bids and to waive any informalities or irregularities in procedure.

**CULPEPER COUNTY, VIRGINIA
PURCHASING AGENT**

**COUNTY OF CULPEPER
INVITATION FOR BIDS (IFB)**

Issue Date: January 26, 2006

IFB# OP- 06- 0001

Title: Licensed Therapist

Issuing Department:

Culpeper County
Purchasing Department
Attn: Alan H. Culpeper
302 N. Main Street
Culpeper, Virginia 22701

Period Of Contract:, March, 1 2006 through, February 21, 2007 with option to renew for four (4) One Year Terms (See Page 3, Section 5.0 for additional details)

The Options program is currently seeking a licensed therapist to facilitate weekly meetings working with a group of 8 to 10 local adolescents aged 13 to 17.

Sealed Bids Will Be Received Until 2:00 P.M., February 26, 2006 For Furnishing The Services Described Herein And then Opened In Public.

All Inquiries For Bid Information Should Be Directed To: Sam Vala, Options Director, Telephone Number: (540) 829-2129, Email: s.vala@att.net

BIDS CAN BE MAILED, OR HAND DELIVERED DIRECTLY TO ISSUING DEPARTMENT SHOWN ABOVE. RETURN COMPLETED: IFB COVER PAGE; EXHIBIT A BID FORM.

Note: Culpeper County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §§ 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by Federal, State, and County law relating to discrimination in employment or contracting.

In Compliance With This Invitation For Bids And To All The Conditions Imposed Herein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services At The Price(s) Indicated In Exhibit A, Bid Form.

Name And Address Of Firm:

Telephone Number: _____

Fax: _____

Date: _____

By: _____

Signature In Ink

Print Name

Title

e-mail: _____

FIN: _____

IFB# OP-06-0001

Licensed Therapist

RETURN THIS PAGE

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE NUMBER</u>
1.0 PURPOSE	3
2.0 SCOPE OF WORK	3
3.0 CONTRACT ADMINISTRATION	3
4.0 CONTRACT PERIOD	3
5.0 EVALUATION AND AWARD	3
 GENERAL CONDITIONS/INSTRUCTIONS	 4
BID FORM *	EXHIBIT A
REFERENCE*	EXHIBIT B

1.0 PURPOSE

The Options Department of Culpeper County, Virginia provides Anger Management group meetings for adolescents (male and female) aged 13-17 who have been identified by either the local courts or the school system as being in need of anger management counseling.

2.0 SCOPE OF WORK

The Options program is currently seeking a licensed therapist to facilitate weekly meetings working with a group of 8 to 10 local adolescents aged 13 to 17. A second group may become necessary based on the number of referrals. The group meetings are approximately one hour in length and held on Tuesday evenings from 5:00 p.m. to 6:00 p.m. If necessary a second meeting will be held on the following Monday from 5:00 p.m. to 6:00 p.m.

Group meetings focus on anger management. Applicants must meet the following minimum criteria (a) Master's Degree in a counseling-related field (b) State licensure (c) Minimum of 5 years "paid" working experience with adolescents.

3.0 CONTRACT ADMINISTRATION

The successful administration of this contract will require close coordination with the Options Director Administrator. This individual is the interpreter of the conditions of the contract and the judge of its performance. He/she will use all powers under the contract to enforce its faithful performance. The Contract Administrator will determine the amount, quality, acceptability, and fitness in all aspects of the contract and shall decide all other questions in connection with the contract. Any modifications made must be authorized by the Director of Procurement and issued as a written amendment to the contract.

4.0 CONTRACT PERIOD

The period of this contract shall be from March 1, 2006 through February 28, 2007. The County shall have the right to renew this agreement for four (4) additional one-year terms under the same terms and conditions of the original contract except as stated in 5.1 and 5.2 below. Sixty (60) days written notice will be given to the Contractor if the County desires not to renew this agreement.

5.0 EVALUATION AND AWARD

5.1 Bid Prices: The Contractor shall include in the bid prices for facilitating one hour weekly meetings working with a group of 8 to 10 local adolescents aged 13 to 17. The Contractor shall provide a separate hourly labor rate for additional meetings as specified on the bid form.

5.2 Evaluation and Award: The County will evaluate and award to the lowest responsive, responsible bidder. The Procurement Division reserves the right to reject any bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its sole interest.

INSTRUCTIONS TO BIDDERS/OFFERORS

Vendor: These general rules shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Division, unless otherwise specified. The Procurement Division is responsible for the purchasing activity of Culpeper County. The term "County" as used herein refers to the contracting entity which is the signatory on the contract and may be either Culpeper County, or a political subdivision of the Commonwealth of Virginia, a body corporate and politic, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/offeree's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Division will bind bidders/ offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1. **AUTHORITY**-Except as delegated in the Procurement Procedures Manual, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the County. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the County for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
2. **COMPETITION INTENDED:** It is the County's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS** - If any Bidder/ Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/ Offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) business days, or otherwise specified in the RFP/IFB prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of bids/receipt of proposals.
4. **MANDATORY USE OF OWNER FORM AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official County form provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.
5. **LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:**
Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification.

The County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.

- a. The official time used in the receipt of bids/ proposals is that time in the Office of the Culpeper County Procurement Division.
- b. Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
- c. If the County closes its offices due to inclement weather scheduled bid openings or receipt of proposals will be extended to the next business day, same time.

6. WITHDRAWAL OF BIDS/PROPOSALS:

A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:

- a. Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
- b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/offeree or of another bidder/offeree in which the ownership of the withdrawing bidder/offeree is more than five percent. In the case of Invitation for Bid's, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/offeree who is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.

7. **ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offerors are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.

8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

ADDRESSED AS INDICATED ON PAGE 1

IFB/RFP NUMBER

TITLE

BID/PROPOSAL DUE DATE AND TIME

**VENDOR NAME AND COMPLETE MAILING ADDRESS
(RETURN ADDRESS)**

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.

11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly.

At the time fixed for the receipt of responses for Request for Proposals, only the names of the offerors will be read and made available to the public.

12. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

13. **TAX EXEMPTION:** The County of Culpeper is exempt from excise taxation by virtue of exemption certificate No. 54-6001236. The Purchasing Agent will complete such documents as may be necessary for Seller to comply with applicable tax laws and regulations. The price or prices quoted here shall include all other federal and state, direct and indirect taxes which apply.

14. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the County, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the County or any agency, public entity/locality or authority of the Commonwealth of Virginia.

15. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

16. **NO CONTACT POLICY:** No Bidder/Offeror shall initiate or otherwise have contact related to the solicitation with any County representative or employee, other than the Procurement Division, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeror with any County representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeror from this procurement process.

SPECIFICATIONS

17. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

18. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

19. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

The Bidder/Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever

the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances., etc., shall be construed as to the minimum requirements of these specifications.

20. **Condition of Items:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

AWARD

21. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders/offerors as deemed necessary to fulfill the anticipated requirements of the County. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsible bidder.
22. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the bulletin board located on 302 North Main Street Culpeper, Virginia.
23. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the work/furnish the item(s) and the Bidder/Offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The County further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeror fails to satisfy the County that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
24. **TIE BIDS:** In the case of a tie bid, the County may give preference to goods, services and construction produced in Culpeper County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to Section 2.2-4324 of the Code of Virginia. If no County or Commonwealth choice is available, the tie shall be decided by lot.

CONTRACT PROVISIONS

25. **COMPLIANCE WITH LAWS:** The Seller shall at all times observe and comply with all laws, ordinances and regulations of the federal, state and local government, which may in any manner affect the preparation of proposals or the performance of this Agreement, including, without limitation, the Culpeper County, Virginia, Purchasing Resolution, the Culpeper County Code, and the Code of Virginia. Copies of the Purchasing Resolution and the County Code are available for inspection in the office of the Purchasing Agent.

26. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids, Bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

27. **ANTI-TRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the County all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and Culpeper County, relating to the particular goods or services purchased or acquired by the County under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.

28. **PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.

1. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.

2. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.

3. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.

29. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:

1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

2. To notify the County and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in 2 above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not by construed to be an obligation of the Owner.

30. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.

31. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to another remedies, which the County may have.

32. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offerors certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended,

where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, §2.2-4343.1(E)).

In every contract over \$10,000 the provisions in A and B below apply:

A. During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

B. The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

33. **INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the IFB/RFP number and/or purchase order number.

34. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

A. The parties may agree to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

B. The County may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods.

1. By mutual agreement between the parties in writing; or

2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of

work performed, subject to the County's right to audit the Contractor's records and/or determine the correct number of units independently; or

3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the County with all vouchers and records of expenses incurred and savings realized. The County shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the County or with the performance of the contract generally.

C. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors, as applicable.

35. **INDEMNIFICATION:** In the event Seller, its employees, agents, subcontractors, or representatives enter premises occupied by or under the control of County or third parties in the performance of this Agreement, Seller shall save, defend, hold harmless and indemnify the County, and all of its officers, departments, agencies, agents, and employees (collectively "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, or exposure, by reason of property damage or personal injury to any person, including Seller's employees, of whatsoever nature or kind arising out of, as a result of, or in connection with such performance occasioned in whole or in part by the actions or omissions of Seller, its employees, agents, subcontractors, or representatives. Without in any way limiting the foregoing, Seller and its subcontractors shall maintain public liability and property damage insurance in reasonable limits to covering the obligations set forth above, and shall maintain Workman's Compensation insurance as required by law covering all employees performing under this Agreement.

36. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation,

possession or use of any controlled substance or marijuana during the performance of the contract.

DELIVERY PROVISION

37. TERMINATION:

A. Termination For Default. The contract will remain in force for the full period specified and until the County determines that all requirements and conditions have been satisfactorily met and the County has accepted the work, and thereafter until the Contractor has met all requirements and conditions relating to the work under the Contract Documents following the contract term, including warranty and guarantee periods. However, the County will have the right to terminate the contract sooner if the Contractor has failed to perform satisfactorily the work required, as determined by the County in its discretion. In the event the County decides to terminate the contract for failure to perform satisfactorily, the County will give the Contractor at least fifteen days written notice before the termination takes effect. Such fifteen day period will begin upon the mailing of notice by the County. If the contract is terminated for the Contractor's failure to provide satisfactory contract performance, the Contractor will be entitled to receive compensation only for all contract services satisfactorily performed by the Contractor and allocable to the contract and accepted by the County prior to such termination. However, an amount equal to all additional costs required to be expended by the County to complete the work covered by the contract, including costs of delay in completing the project, shall be either subtracted from any amount due the Contractor or charged to the Contractor in the event the County terminates the Contract. The Contractor shall not be entitled to any compensation for any lost profit, consequential damages or any sums except or expressly set forth herein.

Except as otherwise directed, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

B. Termination For Convenience. The performance of work under the contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination and except as otherwise directed the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

The contractor will be entitled to receive compensation only for all contract services satisfactorily performed by the contractor and allocable to the contract. The contractor shall not be entitled to any compensation for any lost profit, consequential damages or any sums except or expressly set forth herein.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled.

38. **SHIPPING INSTRUCTIONS-CONSIGNMENT**: Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:30 a.m. – 4:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.

39. **RESPONSIBILITY FOR SUPPLIES TENDERED**: The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

40. **INSPECTIONS**: The County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.

41. **COMPLIANCE**: Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Division when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Division, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.

42. **POINT OF DESTINATION**: All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.

43. **REPLACEMENT**: Materials or components that have been rejected by the Procurement Division, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the County.

44. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

1. Purchase Order Number,
2. Name of Article and Stock Number,
3. Quantity Ordered,
4. Quantity Shipped,
5. Quantity Back Ordered,
6. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BIDDER/CONTRACTOR REMEDIES

45. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeree who desires to protest the award or decision to award a contract, by Culpeper County, shall submit such protest in writing to the County Purchasing Agent no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeree is not a responsible Bidder/Offeree. The written protest shall include the basis for the protest and the relief sought. The County Purchasing shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/offeree appeals within ten (10) days of the written decision by instituting legal action as provided in Section 7.8 C of the Procurement Policy. Nothing in this paragraph shall be construed to permit an offeror to challenge the validity of the terms or conditions of the solicitation.

46. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the County Purchasing Agent no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the Work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the County Board of Supervisors within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the Board of Supervisor's decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the Board of Supervisor's shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in Section 2.2-4364 of the Code of Virginia. Failure of the Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the Board of Supervisors fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to Section 2.2-4365 of the Code of Virginia has been established for contractual claims under this contract.

47. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:

- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- c. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
- d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the County.

EXHIBIT A
BID FORM
CULPEPER COUNTY
INVITATION FOR BID (IFB) #OP-06-0001

Licensed Therapist

BID NUMBER AND OPENING DATE SHOULD BE CLEARLY MARKED ON FRONT OF ENVELOPE.

The bidder agrees to furnish all labor, and necessary materials to perform the work called for in the Solicitation Documents of IFB# OP-06-0001, with all Addenda thereto at the firm fixed prices specified below.

<u>Description</u>	<u>Unit Price</u>
A. Facilitating one hour weekly meeting.	\$ _____/hour
B. Hourly rate for additional meetings if needed.	\$ _____/hour

RETRUN THIS AND THE FOLLOWING PAGE

NON-COLLUSION: The party making the foregoing bid hereby certifies that such bid is genuine and not collusive or sham; that said bidders has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or of any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the County or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

By signing this Bid the undersigned certifies that this person/firm/corporation is not currently barred from bidding on contracts by any agent of the County or the Commonwealth of Virginia. Bidder also certifies by signing this Bid that no conflict of interest exists between Contractor and the County that interferes with fair competition and no conflict of interest exists between Contractor and another person or organization that constitutes a conflict of interest with respect to the contract with the County.

Undersigned bidder hereby certifies that he/she has carefully examined all conditions and specifications of this Invitation to Bid and hereby submits this bid pursuant to such instructions and specifications, without exception.

TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON SUBMITTING THIS BID

SIGNATURE OF AUTHORIZED PERSON SUBMITTING THIS BID

DATE

RETURN THIS PAGE

IFB# PZ-06-0002
Licensed Therapist

EXHIBIT B
Reference

Exhibit B

CONTRACTOR DATA SHEET

1. Qualification of Bidder: The Bidder shall have the capability and the capacity in all respects to fully satisfy all the contractual requirements.
2. Years in Business: Indicate the length of time the Bidder has been in business providing the goods/services in this solicitation: _____ Years _____ Months.
3. References: Bidders shall provide a listing of at least three (3) references for whom the company has provided specified goods/services of the same or greater scope within the last three (3) years.

Culpeper County cannot be a reference.

1	Customer Name:	Contact Name:	Contact Title:
Address:			Phone No.
			Fax No.

2	Customer Name:	Contact Name:	Contact Title:
Address:			Phone No.
			Fax No.

3	Customer Name:	Contact Name:	Contact Title:
Address:			Phone No.
			Fax No.

4	Customer Name:	Contact Name:	Contact Title:
Address:			Phone No.
			Fax No.

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